

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

**AMANDA ARNOLD,
Plaintiff,**

Civil Action No.: 17-10432-JGD

VS.

**THE WOODS HOLE, MARTHA'S
VINEYARD AND NANTUCKET
STEAMSHIP AUTHORITY,
Defendant.**

**DEFENDANT'S ANSWER TO PLAINTIFFS COMPLAINT
AND DEMAND FOR JURY TRIAL**

Now comes the Defendant, Woods Hole, Martha's Vineyard and Nantucket Steamship Authority, in the above-entitled action, by and through its undersigned counsel, Clinton & Muzyka, P.C., and files its Answer to Plaintiffs' Complaint as follows:

THE PARTIES

1. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 1 and therefore denies same.
2. Defendant admits that it is a body politic organized and existing under the laws of the Commonwealth of Massachusetts and maintains an office in Woods Hole, County of Barnstable, Commonwealth of Massachusetts. Defendant denies the remaining allegations contained in Paragraph 2.

JURISDICTION

3. Paragraph 3 contains allegations of law to which no response is required. To the extent any answer is required, Defendant denies the allegations contained in Paragraph 3.

4. Defendant admits the allegations contained in Paragraph 5. Defendant

GENERAL FACTUAL ALLEGATIONS

5. Defendant admits the allegations contained in Paragraph 5.
6. Defendant admits the allegations contained in Paragraph 6.
7. Defendant admits the allegations contained in Paragraph 7.
8. Defendant admits the allegations contained in Paragraph 8.
9. Defendant denies the allegations contained in Paragraph 9.
10. Defendant admits the allegations contained in Paragraph 10.
11. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 11 and therefore denies same.
12. Defendant denies the allegations contained in Paragraph 12.

COUNT I – NEGLIGENCE/GROSS NEGLIGENCE

13. Defendant reiterates and reaffirms its answers to the allegations set forth in Paragraphs 1 through 12 inclusive and incorporates same as if fully set forth herein.
14. Defendant denies the allegations contained in Paragraph 14 and all of its subparts (a) through (e) inclusive.
15. Defendant denies the allegations contained in Paragraph 15.

WHEREFORE, the Defendant, Woods Hole, Martha's Vineyard and Nantucket Steamship Authority prays that this Honorable Court dismiss with prejudice Count I of Plaintiff's Complaint together with an award of costs and reasonable attorneys' fees to Defendant.

AFFIRMATIVE DEFENSES

Now comes the Defendant, Woods Hole, Martha's Vineyard and Nantucket Steamship Authority, and incorporates the following Affirmative Defenses into each Count of its Answer as more fully appears below.

AND FURTHER ANSWERING, AND AS A COMPLETE AND SEPARATE DEFENSE, the Defendant says that all claims and defenses applicable to this action are governed by the General Maritime Law of the United States and the applicable comparative negligence principles.

AND FURTHER ANSWERING, AND AS A COMPLETE AND SEPARATE DEFENSE, the Defendant says that the Plaintiff has failed to state a cause of action upon which relief can be granted because she has failed to allege with sufficient specificity any negligent or improper action that caused Plaintiffs' alleged injuries. *Ashcroft v. Iqbal*, 556 U.S. 662, 667-78 (2009); *Haley v. City of Boston*, 657 F.3d 39, 45 (1st Cir. 2011).

AND FURTHER ANSWERING, AND AS A COMPLETE AND SEPARATE DEFENSE, the Defendant says that if the Plaintiff sustained personal injuries as alleged, which is specifically denied, it was due to the action and/or omissions of individuals for whom the Defendant is not legally responsible.

AND FURTHER ANSWERING, AND AS A COMPLETE AND SEPARATE DEFENSE, the Defendant says that if the Plaintiff sustained injury as alleged, which is specifically denied, those injuries were the result of an Act of God for which the Defendant is not legally responsible.

AND FURTHER ANSWERING, AND AS A COMPLETE AND SEPARATE DEFENSE, the Defendant says that if the Plaintiff was injured as alleged, which is specifically denied, it was due in whole or in part to the Plaintiff's own negligence and failure to exercise the degree of care, skill, and knowledge in the performance of her activities reasonably to be required of an individual of the Plaintiff's experience and knowledge and not due to any negligence or fault on the part of the Defendant or any person or persons for whom the Defendant may be legally responsible.

AND FURTHER ANSWERING, AND AS A COMPLETE AND SEPARATE DEFENSE, the Defendant says that the purported acts or omissions of Defendant were not the proximate cause of Plaintiff's alleged injuries, but said injuries, if any, were the result of other intervening and superseding causes for which Defendant is not responsible.

AND FURTHER ANSWERING, AND AS A COMPLETE AND SEPARATE DEFENSE, the Defendant says that if the Plaintiff was injured as alleged, which is specifically denied, such injury was without the fault, knowledge, or privity of the Defendant; that the damages claimed herein exceed the value of the vessel, including her pending freight; and the Defendant herewith claims benefit of any and all laws and statutes

of the United States of America, including but not limited to, Limitation of Liability of the Defendant, 46 USCA, Appx. § 30501 et seq.; and the Defendant herewith claims benefit of any and all laws and statutes of Canada, including but not limited to, Part 3 of the Marine Liability Act which implements the 1976 Convention on Limitation of Liability for Maritime Claims and the 1996 Protocol with Canadian amendments and limits.; and the Defendant herewith claims benefit of any and all laws and statutes of the Commonwealth of the Bahamas, including but not limited to, Chapter 281 of the Merchant Shipping (Maritime Claims Limitation of Liability) Sections 1 et seq.

AND FURTHER ANSWERING, AND AS A COMPLETE AND SEPARATE DEFENSE, The Defendant says that the Plaintiff has failed to mitigate her damages.

AND FURTHER ANSWERING, AND AS A COMPLETE AND SEPARATE DEFENSE, The Defendant says that the Plaintiff has not acted in good faith.

AND FURTHER ANSWERING, AND AS A COMPLETE AND SEPARATE DEFENSE, The Defendant says that the Plaintiff's claims are barred by the applicable Statute of Limitations.

AND FURTHER ANSWERING, AND AS A COMPLETE AND SEPARATE DEFENSE, The Defendant says that the Plaintiff's claims are barred by estoppel.

AND FURTHER ANSWERING, AND AS A COMPLETE AND SEPARATE DEFENSE, the Defendant says that if liability is found in favor of the Plaintiff, which is specifically denied, then the damages sustained must be reduced proportionately by the degree of negligence on the part of the Plaintiffs.

AND FURTHER ANSWERING, AND AS A COMPLETE AND SEPARATE DEFENSE, The Defendant reserves the right to amend its Answer and to add additional defenses as discovery in this case unfolds.

WHEREFORE, the Defendant, Woods Hole, Martha's Vineyard and Nantucket Steamship Authority, prays that the above Complaint be dismissed with prejudice and the Defendant be awarded it attorney's fees and costs and such other relief as the Court deems just and appropriate.

The Defendant claims **TRIAL BY JURY** on all issues so triable raised in Plaintiffs' Complaint, Defendant's Answer, and Affirmative Defenses contained herein with the exception of Limitation of Liability which is unique for the Court's determination.

By its attorney,
CLINTON & MUZYKA, P.C.

/s/ Thomas J. Muzyka

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CERTIFICATE OF SERVICE

Pursuant to Local Rule 5.2, I hereby certify that the above document filed through the ECF system will be sent electronically to the registered participants as identified on the Notice of Electronic Filing (NEF) and paper copies will be sent to those indicated as non registered participants on April 7, 2017.

/s/ Thomas J. Muzyka

Thomas J. Muzyka